

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into as of the Order Effective Date "Effective Date", between DivergeIT, Inc. ("DivergeIT") and customer ("Customer"). In addition to the terms set forth in this agreement, the Services are subject to the DivergeIT Terms and Conditions located at www.DivergeIT.com/agreements, unless there are DivergeIT Terms and Conditions attached hereto or there is a signed master agreement with DivergeIT governing such products and services.

TERM

This Agreement will remain in effect for the Term Selection, found in the term options of the Proposal unless terminated or canceled as provided in this Agreement. Thereafter, the Agreement shall automatically renew for an additional term and on every anniversary of the additional term unless either party gives written notice of its intent not to renew at least thirty (30) days prior to the renewal date or the agreement is a Trial agreement.

"Trial Terms" (based on the Term Selection in the Proposal) automatically renew for an additional term every ninety (90) days unless either party gives written notice of its intent not to renew at least ninety (90) days before the non-renewal. Upon expiration of the 90-day notice period, the Trial agreement will be transitioned to an annual agreement on the anniversary of the Effective Date.

DivergeIT will notify Customer of the upcoming auto-renewal at least thirty (30) days prior to the renewal date, or as required by applicable state or federal law. This notification will be provided via email, in accordance with the "Updates to Agreement" section. Customer understands and acknowledges that if they do not renew and Customer has not made timely arrangements to transition off on the last day of this Agreement that there is a strong likelihood that Customer will suffer an interruption of service and use of their computer and/or server; as such, Customer waives any rights of remedy or cause of action against DivergeIT arising therefrom. DivergeIT will not provide such service or support on the day after the Agreement expires.

TERMINATION AND CANCELLATION

This Agreement and any work assignment in progress may be terminated by Customer at any time, upon thirty (30) days prior written notice to DivergeIT; provided however, in the event of any such termination, Customer shall pay to DivergeIT: (a) the fees for all Services outside the scope of the Agreement actually rendered up to and through the effective date of termination (the "Termination Date"), and (b) the remainder of its contract for the Monthly Services. All these sums shall become immediately due and payable on the Termination Date. The "Termination Date" includes the thirty (30) days after written notice is given by Customer to DivergeIT, meaning that fees for Services will include the thirty (30) day notice period.

UPDATES TO AGREEMENT

DivergeIT reserves the right to update this Agreement by providing written notice to the Customer via email. Any such updates shall become effective 30 days after the email notification is sent, unless the Customer objects in writing within this period.

AUTHORIZED INDIVIDUALS

DivergeIT will select the most qualified engineer to perform the services under this Agreement. Customer shall have the right to reasonably reject or request a change of the DivergeIT engineer selected to perform the services under this Agreement.

PAYMENT OF CHARGES



Customer shall be initially invoiced for the First Month of the Customer's Monthly Contract Services and a Security Deposit. All Customer's Monthly Contract Services shall be invoiced on the first (1) of each month and any additional services outside the scope of Customer's Monthly Contract Services shall be invoiced the last day of the month.

PAYMENT TERMS

Disputed Invoices must be reported within 15 days of receipt. Any charge dispute that results in a determination by DivergeIT whereby credit(s) are to be applied to Customer, will be applied to Customer's future invoice rather than a charge refund of the credit amount or cash-out return as the case may be depending on Customer's Payment Option. Customer agrees to pay undisputed amounts on time and the parties agree to negotiate in good faith, and in a reasonably swift manner, any disputed amounts. Outstanding Invoices older than 30 days shall accrue interest at 16% annualized. Stoppage in service to the Customer may occur for undisputed invoices over 30 days old. Customer will be responsible for reasonable third-party costs, such as collection and attorney's fees, incurred by DivergeIT to collect any undisputed invoices outstanding for more than 180 days.

MONTHLY FEE

The monthly fee is as stated in the order. Unless Customer chooses the multiyear term option with DivergeIT, which includes a rate lock, the Agreement will be reviewed annually and is subject to a 5% annual increase in monthly support services costs. DivergeIT shall submit all invoices to Customer by email. Services outside the scope of the Agreement will be billed at the end of the month and are due upon receipt. If Customer requires and approves additional services or programs from DivergeIT's Technology Solutions such additional services shall be added to Customer's Monthly Contract Services. Examples of the schedule of fees for services that are outside the scope of this Agreement are listed within the products at www.divergeit.com/agreements. Any additional services outside the scope of Customer's Monthly Contract Services shall be due on the date of the invoice.

AUTO PAYMENT

DivergeIT's auto-pay processes Contract Recurring Monthly Services the monthly amount automatically using the Customer's payment method on file on every first (1) of each month. Any outstanding balance for additional services beyond thirty (30) days shall be automatically paid using the Customer's payment method on file with the Customer.

SECURITY DEPOSIT

Customer shall be exempt from the initial Security Deposit for Contract Recurring Monthly Services if Company enrolls in DivergeIT's auto-pay, which will automatically process payment for the Monthly Contract Services. The Security Deposit shall be the equivalent to one month of the Monthly Contract Services and may be increased or decreased as needed to match the monthly rate for Monthly Contract Services. If, ninety (90) days after completion of the term of this Agreement, there are no outstanding invoices owed by Customer to Company, the Security Deposit shall be returned to Customer. If there remains a balance due to DivergeIT ninety (90) days after the termination of this Agreement, Company may apply the Security Deposit toward payment of the balance due. Monthly Contract Services will be invoiced in advance on the first of each month with payment due upon receipt.

DOWNPAYMENT

A nonrefundable down payment ("Downpayment") may be required for projects and other services indicated in any order. The down payment is applied to services to such order as rendered and will be represented on the monthly invoice.

TRANSITION SERVICES

Subject to Customer's payment of any and all undisputed fees due through the date of expiration or termination, upon termination or expiration of this Agreement and for up to 30 days from the effective date of such termination or



expiration (the "Transition Period"), Customer may request DivergeIT to provide services reasonably necessary to enable Customer to obtain from another vendor, or to provide for itself, services to substitute for or replace DivergeIT's Services. During such Transition Period, DivergeIT will use commercially reasonable efforts to make available services reasonably necessary for an orderly and seamless transition to Customer or a third-party solution. Any transition services or other related services from DivergeIT will be provided by DivergeIT at DivergeIT's then current service rates. DivergeIT reserves the right to require all or part of such fees and charges to be paid in advance prior to providing any transition services to Customer. Customer will remain responsible for third party license fees that remain in effect at the time of early termination until the license period expires or Customer is able to have the license terminated earlier by the Licensor.

PARKING

If parking is not validated, it will be billed directly to Customer without mark-up.

EXPENSES

Customer shall be responsible for all out-of-pocket expenses without mark-up incurred by DivergeIT for the benefit of Customer (i.e. parking, tolls, airline flights, equipment for use by the customer or other out of pocket expenses pre-approved by Customer).

REPRESENTATIONS AND WARRANTIES

Each party hereto represents and warrants to the other party that: (a) it has the power and authority to execute, deliver and perform this Agreement in accordance with its terms; (b) the authorization, execution, delivery and performance of this Agreement in accordance with its terms and the consummation of the transactions contemplated herein, have been duly authorized by all requisite corporate action on the part of the said party, and do not and will not violate any provision of law or constitute a default under any agreement or other instrument by which such party is bound; and (c) this Agreement, when executed by the undersigned on behalf of the respective parties, shall constitute a valid and legally binding obligation of the parties, enforceable in accordance with its terms. DivergeIT will perform under Customer's direction in accordance with Customer's general and reasonable standards and practices. DivergeIT provides a warranty of good workmanship with regards to all services provided under this Agreement. This warranty shall be the only warranty made by DivergeIT and is in lieu of all other warranties expressed or implied.

INSURANCE

During the Term, DivergeIT shall maintain the following types of insurance with insurance carriers with A.M. Best rating of at least A-VII: (a) Workers' compensation benefits or coverage for its employees in amounts no less than the statutory benefits required by law for the state in which those employees will be working; (b) Employer's liability insurance with minimum limits of \$1,000,000 per accident; (c) Commercial General Liability insurance including personal injury, contractual liability, bodily injury and property damage and endorsed to include products and completed operations, with a \$2,000,000 combined single limit per occurrence; (d) Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, non-owned, leased, or rented by DivergeIT; (e) Employee errors & omissions with a minimum limit of \$1,000,000 and \$2,000,000 aggregate. DivergeIT will provide Customer evidence of its insurance and add Customer as an additional insured upon written request. If Customer wants additional insurance coverage, the increased premium cost will be borne by Customer.

LIMITATION OF LIABILITY

If any work performed by DivergeIT results in damage to Customer's systems or equipment, DivergeIT's liability will be limited to repair or replacement (at DivergeIT's option) of the damaged systems or equipment. DivergeIT shall not be liable for any indirect, special, or consequential damages arising from the damage to Customer's systems or equipment, as noted above or a breach of this Agreement. DivergeIT strongly recommends that Customer backup all data before making any changes to equipment or systems, which might affect such data. Server backups are the sole responsibility of



Customer and Customer understands that DivergeIT shall only be liable for any damage to Customer's server backups or/and destruction or loss of data if DivergeIT's gross negligence or willful misconduct directly caused such damage, destruction, or loss. Each party will indemnify, defend, and hold the other party safe and harmless from all damages, expenses (including reasonable attorney's fees) and other costs or liabilities resulting from such party's negligence, willful misconduct, or breach of this Agreement.

BINDING NATURE OF AGREEMENT

This Agreement shall be binding and inure to the benefit of both parties. This Agreement may not be modified except in writing and signed by both parties, except as provided in the "Updates to Agreement" section, which allows for updates via email notification.

CONFIDENTIALITY

DivergeIT agrees to consider all matters relating to Customer's business as confidential. Additionally, Customer agrees to hold all matters relating to DivergeIT's business as confidential. Although the parties agree to hold each other's information as confidential, some information may not be subject to the protections of this Section in the event the other party can demonstrate: (a) is publicly known through no wrongful act or breach of obligation of confidentiality; (b) was rightfully received by the other party from a third party without a breach of any obligation of confidentiality by such third party; or (c) was known to the other party on a non-confidential basis prior to the Effective Date. Notwithstanding anything to the contrary herein, if any Confidentiality Agreement exists between the parties, which was executed prior to the Effective Date, said Confidentiality Agreement shall be incorporated into and made a part of this Agreement.

GOVERNING LAW

The laws of the State of California shall govern this Agreement without reference to the choice of law principles thereof.

WAIVERS

Neither the failure nor the delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, privilege, or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, no claim or right arising out of this Agreement can be discharged by one party by a waiver that may be given by a party nor will be applicable except in the specific instance for which it is given, nor shall notice to, or demand on, any one party be deemed to be a waiver of any obligation of such party or the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

DISPUTES

Any controversy, dispute, or claim of whatever nature arising out of, or in connection with, or in relation to the interpretation, performance or breach of contract with this Agreement, including any claim based on contract, tort, or statute, including fraud in the inducement, shall be settled at the request of any party to this Agreement, by final and binding arbitration conducted in Los Angeles County, California, by and in accordance with the then applicable rules of Judicial Arbitration and Mediation Services, Inc., ("JAMS"), except for any injunctive relief, which a party may seek with the Courts of the State of California in the County of Los Angeles. Judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. The costs of the arbitration, including any JAMS administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. The provisions of Section 1282.6, 1283, and 1283.05 of the California Code of Civil Procedure apply to the arbitration. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law. The prevailing party, in any such dispute, as determined by the arbitrator, shall be awarded their reasonable



attorney fees and costs (including the prevailing party's share of the JAMS fees. Each party submits to the jurisdiction of JAMS and the State and Federal Courts of the State of California, County of Los Angeles for all matters, including but not limited to Arbitration, injunctive relief or enforcement of an Arbitration Award, which arise out of this Agreement.

FORCE MAJEURE

If either party is unable to perform any of its obligations under this Agreement because of natural disaster, actions or decrees of governmental bodies, communications line failure not the fault of the affected party, or other event beyond the reasonable control of the affected party (a "Force Majeure Event"), the party who has been so affected will immediately give notice to the other party and will do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement will be immediately suspended for the duration of the Force Majeure Event.

NON-SOLICITATION

Customer understands that DivergeIT is not a related recruiting agency and that DivergeIT invests substantial amount of time, effort, and training in each of its employees. Therefore, DivergeIT strongly encourages Customer to initiate conversation with DivergeIT first if Customer becomes interested in an employee. DivergeIT will do the same with Customer. When the parties, in good faith, discuss and agree in writing to hire an employee of the other as an employee, consultant, or independent contractor (the "Worker") during the Term, including any renewals thereof, and twelve months thereafter (the "Non-Solicitation Period"), the non-solicitation fee below shall not apply, and other terms and conditions as mutually agreed by the parties shall apply.

Notwithstanding the foregoing, if, however, during the Non-Solicitation Period, Customer, including its employees, representatives, or any other person or entity on their behalf, including any kind of recruiting agencies or persons (hereinafter in this section only, "Personnel"), directly or indirectly, recruits or attempts to recruit or induces the employee of DivergeIT to terminate or cease employment with DivergeIT for any reason and/or hires its employee as a Worker, a fee equal to 110% of the annual salary of the employee at the time of termination of employment owed by DivergeIT, shall be due and payable to DivergeIT within 30 days of the date the employee begins work for Customer or its affiliates. This fee shall also apply when discussions in the foregoing paragraph does not result in a written agreement by the parties and one party hires the employee of the other party.

MEDIA

Each party may use logo of the other party and nonspecific project information for marketing purposes such as whitepapers, customer lists, case studies, partner awards, in any media.

NOTICES

Any notice required or permitted hereunder to the parties hereto will be deemed to have been duly given only if in writing to the email address(es) of the receiving party as set forth below or such other email address(es) as may be specified by such party in a notice delivered to the other party in accordance with this Section. Service shall be deemed conclusively made at the time of electronic transmission to the email address(es) if electronic confirmation of receipt is obtained by the sender promptly after completion of electronic transmission. Any party may change its email address(es) for the purpose of receiving notices, demands, and other communications as herein provided by a written notice given in the manner aforesaid to the other party.

CYBER SECURITY

DivergeIT is not a cyber security insurance product and/or company. Cyber security breaches can occur even if security software is working properly and DivergeIT is performing properly. The Customer is responsible for securing appropriate cyber security insurance in an amount that the Customer feels is appropriate for Customer's business, but in an amount



no less than \$1,000,000.00 per occurrence. The Customer acknowledges that it is Customer's responsibility to consult with their insurance broker about cyber insurance.

